Xbox Live Terms of Use and Privacy Statement
Last Updated: November 2005

1. THIS IS A CONTRACT BETWEEN YOU AND MICROSOFT

This is a contract between you and Microsoft Corporation (located at One Microsoft Way, Redmond, WA 98052-6399 United States) or, based on where you live, a Microsoft Corporation affiliate. We will refer to ourselves in this contract as with "Microsoft", "we" or "our." You are an individual person. You must be at least 18 years old and have attained the age of majority in the province, state or country in which you live. The facts you give us must be complete and correct. A printable version of the most current form of this contract is posted on the Xbox.com web site (http://www.xbox.com/live).

This contract covers your use of this service, and includes any other related services for which you choose to sign up (for example, specific game subscriptions), content and other media (for example, items downloaded from Xbox Live Marketplace), software, machines, support, papers, updates or upgrades. We refer to these all as the "Service."

The Service is offered to you conditioned on your acceptance without modification of these terms, conditions, and notices contained herein. By selecting "ACCEPT" below, you are attaching your electronic signature to and agreeing to this contract. You understand that if you do not agree to this contract, you should select "DECLINE", discontinue your registration and refrain from using Xbox Live.

Please note that this contract limits our liability and we do not provide warranties for the Service. The contract also limits your remedies. These terms are in Sections 15 and 16 and we urge you to read the terms carefully.

2. ADDITIONAL TERMS

Certain games, features, or events available via this Service may contain additional terms, codes of conduct or guidelines that govern use of those games or features or participation in those events (for example, sweepstakes and tournaments). If any terms in this contract conflict with any terms and contained within any particular game, feature or event, then the terms in this contract shall control. Any dealings with third parties or participation in promotions, sweepstakes and tournaments, and any other terms, conditions, warranties or representations associated with such dealings are solely between you and the third party. We do not endorse and will not be responsible or liable for any aspect of any such dealings.

Some Service features and related services may also be available to you on http://www.xbox.com/live or Xbox Live game-related web sites, and are also subject to the terms and conditions of the applicable web site.

3. HOW AND WHEN YOU MAY USE THE SERVICE

Dockets.Justia.com

We provide the Service for your personal use. You may not use the Service for commercial purposes or in a way that is against the law. You also may not use it in a way that harms us or our affiliates, resellers, distributors, service providers, partners and/or suppliers (collectively, the "Microsoft Parties"), or any customer of a Microsoft Party. Some examples of harmful activity that we do not permit include: (i) trying to gain access to any account, computers, hardware or networks related to this Service without authorization; (ii) disrupting accounts, computers, hardware or networks related to the Service; (iii) obtaining or trying to obtain any data through any means from the Service, except if we intend to provide or make it available to you; (iv) using the Service or related hardware to obtain any data to design, develop or update unauthorized software that you use or provide to others to access or use in connection with the Service; (v) charging others to use the Service either directly or indirectly; (vi) using or distributing unauthorized cheats, macros or scripts; (vii) exploiting any bug, or making unauthorized modifications to any software or data, in the Service or particular game to gain unfair advantage in a game.

We may tell you about other specific harmful uses in a code of conduct or other notice available through the Service. We have, however, no duty to do so. You will obey any codes of conduct or other notices we provide.
You may start using the Service right after you finish the sign-up process. No withdrawal right or "cooling-off" period applies to the Service, except if the law requires a "cooling-off" period even when your use of a service starts right away.

4. YOU ARE RESPONSIBLE FOR YOUR SERVICE ACCOUNT
You are responsible for all activity under your Service account. You are responsible for keeping confidential any password for your Service account. We may allow you to have additional persons use your Service account and/or have additional member accounts associated to your Service account. We refer to these as "associated accounts." We may limit who may use your Service account or any associated accounts. You must tell us right away about anyone using your account without your consent, or any security breach that relates to the Service.

5. ASSOCIATED ACCOUNT USERS

If you are the user of an associated account, then the holder of the Service account has full control over your associated account. This control includes the right to end the Service, close or alter your associated account at any time, and to request and receive usage information related to your associated account. Any data related to your associated account is collected and delivered to the holder of the Service account and Microsoft. As an associated account user, this contract applies to you except for the following sections: Section 4 (You Are Responsible for Your Service Account), Section 6 (Charges and Billing); Section 18 (Your Cancellation of Service), and Section 24 (Our Notices to You; Consent Regarding Electronic Information).

You represent that you are the parent or legal guardian of each minor that you allow to use your Service account or associated account. You acknowledge that you are aware that some features of the Service and some content available through the service may contain or expose users to material that is unsuitable for minors, and you agree to supervise usage by minors whom you permit to use the Service. The Service accessed through an original Xbox console is not intended for children under 13. Microsoft offers Family Settings on Xbox 360 that help you limit access to material that may be unsuitable for minors. By applying Family Settings to an associated account at sign-up, you may, among other things, prevent any user of an associated account from making additional purchases, and prevent any user from having access to voice and video chat, which will eliminate the ability of such user to communicate with other users. You may view or revise your Family Settings in the Xbox Dashboard in the System area. If you are interested in learning more about Family Settings, information is available at http://www.xbox.com/support/familysettings/default.htm. You remain responsible for any material to which a user of your subscription either gains or is denied access as a result of your use or non-use of the Family Settings.

6. CHARGES AND BILLING

6.1 Not Applicable to Some Situations. If you pay us for the Service (either currently or in the future) and/or for additional items and services (e.g., games, downloads, Service upgrades, or other premium features) available for purchase via the Service (collectively for purposes of this Section 6, "Other Items"), and you pay with a designated payment instrument such as a credit card ("Payment Method"), then the terms of this Section 6 apply to you. This Section will also apply to you if your Service is renewed with your Payment Method following the expiration of any current Service term. In some cases, designation of a Payment Method is required when you sign up for the Service or Other Items. Certain Other Items may be provided for a fee paid to a company other than Microsoft, in which case the terms applicable to charges and billing are as set forth by the other company.

6.2 Payment. By entering a designated Payment Method when you sign up or any time after, you will create an online account (your "Billing Account"). You confirm that you are authorized to use the Payment Method. You will pay Microsoft all charges at the prices then in effect for all purchases made using your Billing Account, and you authorize Microsoft to charge, and you agree to pay using, your designated Payment Method. You will pay for all purchases in advance.

We may charge a different amount from what you approved. If we do, we will tell you the amount and the date of the charge at least 10 days before we make the charge. If your purchase consists of a subscription, we may bill you for more than one of your prior billing periods together. We will not bill you more than once in any billing period for each subscription you purchase. Other purchases (such as a one-time download) will be billed when the purchase is made.

You may tell us to stop using your Payment Method by calling Xbox Customer Support. If you do so, however, we may cancel your Service and/or any Other Items to which you are subscribed. Your notice to us will not affect charges we submit to your Billing Account before we could reasonably act on your request. You must keep all information in your Billing Account accurate and current. You may change your Payment Method at any time. You can access and make changes to your Billing Account in the Account Management section of the Xbox Dashboard, or if you access your Service via an Xbox 360 console, at https://billing.microsoft.com.

6.3 Trial Period Offers. You may have received a limited time of free Service or some other trial period offer for Other Items. If you are participating in any such trial, then unless the terms of the particular subscription state otherwise, you must cancel the applicable Service or Other Item by the end of the trial period to avoid incurring applicable charges to your Payment Method. If you do not cancel the applicable Service or Other Item by the end of the trial period, then you hereby authorize Microsoft to charge your Payment Method. If you do not have a Billing Account, then the applicable subscription will expire at the end of your trial period. However, if you are participating in any Xbox Live Gold Membership trial period on an Xbox 360 console, your subscription will continue but will downgrade to a free Xbox Live Silver Membership at the end of your Gold membership trial period, regardless of whether you have a Billing Account. In this case, to maintain your Gold membership level, you must either set your Gold membership to automatically renew with a charge to your Payment Method, or you must enter a new Xbox Live prepaid card.

6.4 Prices and Price Increases. Prices for the Service and Other Items exclude all taxes and telecommunication charges, unless expressly stated otherwise. To the maximum extent permitted by law, these taxes and charges are your responsibility. Currency exchange settlements are based on your agreement with your Payment Method provider. We may change the pricing of the Service and Other Items from time to time. We will tell you before any change. If there is a specific time length and price for your Service or Other Item offer, then that price will remain in force for that time. Your use of the Service or Other Item after that time, however, will be charged at the new price. If your Service or Other Item is on a period basis (for example, monthly), with no specific time period, then any price change will start when we say. If you do not agree to these changes, then you must cancel and stop using the Service or Other Item before the changes are in force. If you cancel your Service or Other Item, then unless the terms of your subscription state otherwise, your Service or Other Item ends immediately.

6.5 Subscription Renewal. If you sign up for a Service or Other Item that is a monthly subscription, then unless the terms of that subscription state otherwise, your subscription will automatically and continuously renew from month to month and if it is a subscription that requires payment of a fee, your Payment Method will be charged unless you cancel your subscription prior to the end of that month. If you are subscribed for longer subscription periods (e.g., 3, 6 or 12 months) then unless the terms of that subscription state otherwise, your subscription will automatically and continuously renew for such period and if it is a subscription that requires the payment of a fee, your Payment Method will be charged at prices then in effect. In some cases relating to Service offers or Other Items available on Xbox 360 consoles, you may have the option to create or renew a subscription with a prepaid card instead of your Payment Method. Your Service may be cancelled at the end of your subscription term if you do not have a Billing Account or have not elected to auto-renew your subscription with a charge to your Payment Method, and/or have not entered a prepaid card for purposes of renewing your Service. If you sign up for an Xbox Live Gold Membership on an Xbox 360 console using a prepaid card, your subscription will continue but will downgrade to a free Xbox Live Silver Membership at the end of your pre-paid Gold membership period, regardless of whether you have a Billing Account. In this case, to maintain your Gold membership, you must set your account to automatically renew with a charge to your Payment Method or you must enter a new prepaid card. If you modify your Service from an original Xbox console to an Xbox 360 console, your Service will automatically renew annually at the then-current annual subscription price following the end of your current Service term (regardless of whether that current Service term is an annual or monthly term).

6.6 Refund Policies. Except as stated otherwise, or as otherwise provided by applicable law, all charges are non-refundable. If you signed up for an annual Service and paid the annual fee with your Payment Method, we may provide you a full refund of the annual fee if you cancel within the first 60 days of your Service. Additional information about refunds is available at http://www.xbox.com/live/accounts/default.htm.

6.7 Billing Statements. Charges on your Billing Account will be summarized for you in e-mail receipt(s) sent to the e-mail address you provided at initial Service sign-up. You agree that such e-mail receipts are the only statement of your Billing Account that Microsoft needs to provide to you. IT IS YOUR RESPONSIBILITY TO PRINT OR SAVE A COPY OF EACH EMAIL RECEIPT AND TO RETAIN COPIES FOR YOUR RECORDS. If you request a paper copy, we may charge you a retrieval fee. To request a paper copy of an e-mail receipt, call Xbox Customer Support. We will only provide paper copies for the past 120 days. Your inability to view or receive e-mail (e.g. due to your e-mail filter settings) does not extend, or relieve you of, your obligation to pay any amounts owing to Microsoft.

If you sign up to the Service via an Xbox 360 console, or modify your Service from an original Xbox console to an Xbox 360 console, then we will also provide you with an online billing statement. Go to https://billing.microsoft.com to view, print or request a paper copy of this statement. If you request a paper copy, we may charge you a retrieval fee. We will only provide paper copies for the past 120 days.

6.8 Errors. If we make an error on your bill, we will correct it promptly after you tell us and we investigate the charge. You must tell us within 120 days after an error first appears on your bill. You release us from all liability and claims of loss resulting from any error that you do not report to us within 120 days after the error first appears on your online statement. If you do not tell us within this time, we will not be required to correct the error. We can correct billing errors at any time.

6.9 Late Payments. We may assess a late charge if you do not pay on time. You must pay these late charges when we bill you for them. The late charge will be the lesser of 1% of the unpaid amount each month or the maximum rate that is permitted by law. We may use a third party to collect past due amounts. These costs include reasonable attorneys' fees and other legal fees and costs. We may suspend of cancel your Service if you fail to pay any amounts due on time.

6.9 Internet Access Service. You are responsible for paying the fees charged by your internet access provider. These fees are in addition to the fees you pay us for the Service.

7. MICROSOFT POINTS

If you are using the Service on an Xbox 360 console, you can participate in the Microsoft Points service. Microsoft Points is a service under which you can acquire Points and redeem those Points for certain online services and digital goods. You can see how many Points you have by checking your Points balance at https://billing.microsoft.com. You can obtain selected services or digital goods that we elect to offer in exchange for Points. You can do this by redeeming your Points as indicated in the particular messaging you see for those offers.

You can acquire Points in a variety of ways. For example, you can purchase Points, or certain services may give you Points for using the service or specific features of the service (also known as "reward Points"). You can earn reward Points only for actions you actually complete. You are responsible for any tax consequences that may result from your participation in the Points service.

When you obtain Points, you have obtained a limited license to a digital good. Points have no monetary value. You may not obtain any cash or money in exchange for Points, regardless of how you acquired those Points. Points are not your personal property. Your only recourse for using Points is to obtain the specific online services or digital goods that we offer for Points redemption. We may further restrict your Points redemption offers based on your country of residence. We encourage you to redeem your Points. The existence of a particular offer available for Points redemption is not a commitment by us to maintain or continue to make such offers in the future. The scope, variety and type of online services and digital goods that you may obtain by redeeming Points can change at any time. We have no obligation to continue making offers available for Points redemption.

Reward Points may expire at any time, as set forth in the messaging related to that reward Points promotion. We may cancel, suspend or otherwise limit your access to your Points balance if we suspect fraudulent, abusive or unlawful activity on your Points balance. Once we delete Points from a balance, we will not reinstate them, except at our discretion. When we cancel, suspend or otherwise limit access to your Points balance, your right to use your Points balance immediately ceases. We will use reasonable efforts to investigate Points balances that are subject to access limitations and to reach a final decision on the limitations promptly. In addition, we may limit your use of the Points service, including applying limits to: the number of Points you may have credited to your Points balance at one time, the number of Points you may redeem within a given time period (for example, one day), and the number of reward Points you may obtain per promotion.

If we post Points to your balance for an activity that is subsequently voided, canceled or involves a returned item, then we will remove those Points from your balance. You must ensure that we properly post your Points to your Points balance. If you believe that you have validly acquired Points that we have not posted to your Points balance, then you must contact us within 12 months after the date you claimed to have acquired those Points and we may require reasonable documentation to support your claim.

8. USE OF COMMUNICATION FACILITIES

Your use of the Service is subject to the Code of Conduct. You also agree not to do any of the following while being connected to the Service:

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, distribute, or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name, material, file or information.
- Publish, distribute or disseminate any topic, name, material, file or information that incites discrimination, hate or violence towards one person or a group because of their race, religion, nationality, transgender status, homosexual status or HIV/AIDS status, or that insults the victims of crimes against humanity by contesting the existence of those crimes.
- Use the Service or any material or information which is made available through the Service in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's original Xbox or Xbox 360 console or other property of another.
- Download or use any material sent or provided by another user of the Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Advertise or offer to sell or buy any goods or services for any non-personal purpose.
- Use the Service to send, either directly or indirectly, any unsolicited bulk messages or unsolicited commercial communications.
- Use the Service to participate in pyramid schemes or chain letters.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Create a false identity for the purpose of misleading others.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is transferred.
- Make false complaints or provide false feedback about other users of the Service.
- Use, download, or otherwise copy, or provide to a third party (whether or not for a fee) any (i) directory of users of the Service, (ii) information about users of the Service, or (iii) Service usage information.

- Interfere with or disrupt networks connected to the Service or violate the regulations, policies, or procedures of such networks.
- View, intercept, or attempt to intercept private communications not intended for you.
- Violate any relevant law or posted guidelines or codes relating to the use of the Service.
- Provide or offer to provide services for the provision of gambling or wagering.

9. MATERIALS YOU POST OR PROVIDE; COMMUNICATIONS MONITORING
You may be able to submit, post, transmit and share, with us or other users, images, or other materials for use in connection with the Service (each, a "submission"). We do not claim ownership of these submissions. However, by posting or otherwise providing your submission, you are granting to the public permission to use, copy, distribute, display, perform and modify your submission, each for personal and noncommercial use, and each in connection with the Service, and to publish your name, gamertag, or other information you supply in connection with the submission. You also give the public permission to grant this permission to other persons. If the submission is a photograph or other digital image, you also expressly waive any and all rights of privacy and publicity with respect to the image. This section only applies for legally permissible and authorized content, and to the extent that use and publishing of legal content does not breach the law. We will not pay you for your submission. We may refuse to transfer, or we may remove your submission at any time. For each submission, you must have all rights necessary for you to grant the permissions in this section.
You should not expect any level of privacy concerning your use of the live communication features of the Service. These communications may be monitored; however, we cannot monitor the entire Service and make no attempt to do so. You understand that these communications can be recorded and used by others. Some games may utilize game managers and hosts. Game managers and hosts are not authorized Microsoft spokespersons, and their views do not necessarily reflect those of Microsoft.

We do not routinely monitor your use of the messaging features of the Service. However, to the maximum extent permitted by law, we may monitor your messages and may disclose information about you, including contents of messages, if we deem it necessary to: (1) conform to legal requirements or respond to legal process, (2) ensure your compliance with this contract, or (3) protect the rights, property, or interests of Microsoft, its employees, its customers or the public.

10. SOFTWARE; INTELLECTUAL PROPERTY
We and our suppliers grant you a personal, non-exclusive, revocable license to use the software and associated content (e.g., text, images, video, graphics, music, sound) made available to you on this Service only for and during the authorized use of this Service and/or the game or other product to which the software and content relate. You may not copy, download, modify or create derivative works, publish, transmit, sell or attempt to sell or transfer, or otherwise use or exploit any software or associated content unless we or our suppliers have expressly allowed you to do so. Some software and associated

content you may choose to download may be accompanied by an end user license agreement ("EULA") or may indicate specific authorized uses or restrictions, in which case the EULA or those other rights and restrictions will apply.

Copyright and other intellectual property laws and treaties protect the software and content associated with this Service. We or our suppliers own the title, copyright, and other intellectual property rights in the software and content. Such software and content is licensed and not sold, and we and our suppliers reserve all other rights to the software and content not granted herein. You do not have ownership rights to any software or other content made available or accessible on the Service, regardless of how such software and content is used or downloaded.

Except as otherwise set forth herein, the licenses granted you under this section will end on the date your Service ends. We may disable such software after the date the Service terminates. We may automatically check your version of such software and may automatically download upgrades to such software to your computer in order to update, enhance and further develop the Service.

The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

11. MICROSOFT PASSPORT NETWORK

We may provide you with credentials on the Microsoft Passport Network to use with the Service. The Microsoft Passport Network is a multi-purpose authentication Web service that makes it easy for you to sign in to Web sites. You may not use any software or hardware that reduces the number of users directly accessing or using the Microsoft Passport Network (sometimes called "multiplexing" or "pooling" software or hardware). You are solely responsible for any dealings with third parties (including advertisers) who support the Microsoft Passport Network, including the delivery of and payment for goods and services. This contract applies to you whenever you access or use the Microsoft Passport Network credentials you obtained with the Service. When you use the Microsoft Passport Network to gain access to any site or service on the Microsoft Passport Network, the terms and conditions for that site or service may also apply to you. Please refer to the terms of use for each site or service that you visit. We may cancel or suspend your access to the Microsoft Passport Network for inactivity, which we define as failing to sign in to the Microsoft Passport Network for an extended period, as determined by us. When we cancel your Microsoft Passport Network credentials, your right to use the Microsoft Passport Network immediately ceases, and we may also cancel your Service.

12. PERFORMANCE AND USAGE INFORMATION

We may automatically upload performance and usage data for evaluating the Service and the software associated with the Service. Such data will not personally identify you. Additionally, in order to enable the features and functions of the Xbox Live service, such as leaderboards, achievements, tournaments and gamer profile sharing, you grant Microsoft Parties permission to use, track, store, copy, distribute, broadcast, transmit, publicly display and perform, and reproduce your game scores, your game play sessions, presence on the Service, rankings, statistics, gamer profile, your submissions, and other usage information with or without attribution to your gamertag, and without notice or compensation to you of any kind.

13. SERVICE OPERATION AND EQUIPMENT

The Service may only be accessed with an original Xbox or Xbox 360 console or by logging into your account via Xbox.com. If you are accessing the Service via an original Xbox or Xbox 360 console, you agree that you are using authorized software and hardware, and that your software and hardware have not been modified in any unauthorized way (e.g., authorized repairs, upgrades and downloads). Any attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, further sublicense, distribute or use for other purposes either the hardware or software associated with an original Xbox or Xbox 360 console or the Service, is strictly prohibited and may result in cancellation of your account and/or your ability to access the Service via your original Xbox or Xbox 360 console, and the pursuit of other legal remedies by Microsoft. Microsoft may take any legal action it deems appropriate against users who violate Microsoft's systems or network security or this contract or any additional terms as described in Section 2 above, and such users may also incur criminal and/or civil liability.

Microsoft reserves complete and sole discretion with respect to the operation of the Service. Microsoft may, among other things: (a) restrict or limit access to the Service; (b) retrieve information from the original Xbox or Xbox 360 console and any connected peripheral device used to log onto the Service as necessary to operate and protect the security of the Service, and to enforce this Agreement; and (c) upgrade, modify, withdraw, suspend, or discontinue any functionality or feature of the Service or any game from time to time without notice, which may involve the automatic download of related software directly to your original Xbox or Xbox 360 console, and which software may prevent your original Xbox or Xbox 360 console from accessing the Service, playing pirated games, or using unauthorized peripheral devices.

14. HOW WE MAY CHANGE THIS CONTRACT

If we change this contract, then we will tell you at least 30 days before the change is in force. We will tell you of the change by e-mail or online posting. We may also use other ways that we believe will reach you. If you do not agree to such changes, then you must cancel and stop using the Service before the changes are in force. If you do not stop using the Service, then your use of the Service will continue under the changed contract.

15. WE MAKE NO WARRANTY

We provide the Service "as-is," "with all faults" and "as available." The Microsoft Parties give no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws that this contract cannot change. To the extent permitted by law, we exclude the implied warranties of merchantability, fitness for a particular purpose, workmanlike effort and non-infringement.

16. LIABILITY LIMITATION; YOUR EXCLUSIVE REMEDY

You can recover from the Microsoft Parties only direct damages up to an amount equal to your Service fee for one month. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.

This limitation applies to:

- any matter related to the Service,
- any matter related to content (including code) on third party Internet sites, third party programs or third party conduct,
- any matter related to viruses or other disabling features that affect your access to or use of the Service,
- any matter related to incompatibility between the Service and other services, software and hardware,
- any matter related to delays or failures you may have in initiating, conducting or completing any transmissions or transactions in connection with the Service in an accurate or timely manner, and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if:

- this remedy does not fully compensate you for any losses, or fails of its essential purpose; or
- Microsoft knew or should have known about the possibility of damages.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. They also may not apply to you because your province or country may not allow the exclusion or limitation of incidental, consequential or other damages.

17. CHANGES TO THE SERVICE; OUR CANCELLATION OF THE SERVICE

We may change the Service or delete or discontinue features, games or other content at any time and for any reason. We may cancel or suspend your Service at any time. Our cancellation or suspension may be without cause and/or without notice. Upon Service cancellation, your right to use the Service stops right away. Once the Service is cancelled or suspended, any data you have stored on the Service may not be retrieved later. Our cancellation of the Service will not alter your obligation to pay all charges made to your Billing Account. If we cancel the Service in its entirety without cause, then we will refund to you, on a pro-rata basis the amount of your payment to Microsoft corresponding to the portion of your Service remaining right before such cancellation.

18. YOUR CANCELLATION OF SERVICE
You may cancel the Service at any time, with or without cause, upon notice to us by calling Xbox Live Customer Service. Contact information for your region can be found at http://www.xbox.com/support/contact. If you are participating in any trial period offer, you must cancel the Service by the end of the trial period to avoid incurring charges. Certain Service offers may require cancellation charges, and you will pay all such cancellation charges as specified in the materials describing such offer. Cancellation of the Service by you will not alter your obligation to pay all charges made to your Billing Account.

19. CHOICE OF LAW AND LOCATION FOR RESOLVING DISPUTES
If this contract is with Microsoft Corporation, then claims for breach of this contract will be subject to the laws of the State of Washington, without reference to conflict of laws principles. If this contract is with a Microsoft affiliate, claims for breach of this contract will be subject to the laws of the place of incorporation for such Microsoft affiliate, without reference to conflict of laws principles. All other claims, including claims regarding consumer protection laws, unfair competition laws, and in tort, will be subject to the laws of your state of residence in the United States, or, if you reside outside the United States, under the laws of the country to which we direct your Service.
If this contract is with Microsoft Corporation, you consent to the exclusive jurisdiction and venue of state or federal courts in King County, Washington, USA for all disputes relating to this contract or the Service. If this contract is with a Microsoft affiliate, you consent to the exclusive jurisdiction and venue of the courts located in the place of incorporation for such Microsoft affiliate for all disputes relating to this contract or the Service. You cannot revoke this consent.

20. INTERPRETING THE CONTRACT
All parts of this contract apply to the maximum extent permitted by law. A court may hold that we cannot enforce a part of this contract as written. If this happens, then we will replace that part with terms that most closely match the intent of the part that we cannot enforce. The rest of this contract will not change. Except as expressly stated herein, this is the entire contract between us regarding your use of the Service, and it supersedes any prior contract or statements regarding your use of the Service. If you have confidentiality obligations related to the Service, those obligations remain in force (for example, you may have been a beta tester). The section titles in the contract do not limit the other terms of this contract.

21. ASSIGNMENT
We may assign this contract, in whole or in part, at any time with or without notice to you. You may not assign this contract, or any part of it, to any other party. Any attempt by you to do so is void. Instead, you may cancel your Service. The other party may then establish a Service account and enter into a contract with us.

22. CLAIMS MUST BE FILED WITHIN ONE YEAR
Any claim related to this contract or the Service must be brought within one year. The one-year period begins on the date when the claim first could be filed. If it is not filed,

then that claim is permanently barred. This applies to you and your successors. It also applies to us and our successors and assigns.

23. YOUR NOTICES TO US

You may notify us by postal mail. Send postal mail notices to Microsoft at Microsoft Corporation Attention: Xbox Live Customer Service, One Microsoft Way, Redmond, WA 98052-6399, USA.

24. OUR NOTICES TO YOU; CONSENT REGARDING ELECTRONIC INFORMATION

This contract is in electronic form. There may be other information regarding the Service that the law requires us to send to you. We may send you this information in electronic form. You have the right to withdraw this consent, but if you do, we may cancel your Service. We may provide required information to you (1) via e-mail at the e-mail address you specified when you signed up for your Service; (2) by access to a Microsoft web site that will be designated in an e-mail notice sent to you at the time the information is available; or (3) by access to a Microsoft web site that will be generally designated in advance for such purpose. Notices provided to you via e-mail will be deemed given and received on the transmission date of such e-mail. If you would like a copy of this information or this contract in paper form, you may request one from us. To do so, or to withdraw your consent, call Xbox Customer Support. You must make a request for a paper copy within 120 days after we first provided it to you. If you do not, we may not provide you a paper copy. We may charge a reasonable fee for providing such paper copies.

As long as you access and use the Service, you agree that you will have, or have access to, the necessary software and hardware to receive such notices. If you do not consent to receive any notices electronically, you must stop using the Service.

25. COPYRIGHT AND TRADEMARK NOTICES

All contents of Xbox Live are: Copyright © 2005 Microsoft Corporation and/or its suppliers, One Microsoft Way, Redmond, Washington 98052-6399 U.S.A. All rights reserved.

Microsoft, Xbox, Xbox 360, Xbox Live, the Xbox logos and/or other Microsoft products and services referenced herein may also be either trademarks or registered trademarks of Microsoft. The names of actual companies and products mentioned herein may be the trademarks of their respective owners.

26. NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to Service Provider's Designated Agent. ALL INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE. Please refer to the Notice and Procedure for Making Claims of Copyright Infringement at www.microsoft.com/info/cpyrtInfrg.htm for further instructions.

27. LANGUAGE
It is the express wish of the parties that this Agreement and all related documents have been drawn up in English. C’est la volonté expresse des parties que la présente convention ainsi que les documents qui s’y rattachent soient rédigés en anglais.

The interactive version of this Privacy Statement is available on the web at www.xbox.com/en-US/live/legal/privacystatement.htm.

Microsoft Online Privacy Notice Highlights

(last updated January 2006)

TRUST-e Verified
http://www.truste.org/ivalidate.php?companyName=Microsoft%20Corporation&sealid=103&ctv_group=US

Scope
This notice provides highlights of the full Microsoft Online Privacy Statement. This notice and the full privacy statement apply to those Microsoft websites and services that display or link to this notice.

Personal Information
- When you register for certain Microsoft services, we will ask you to provide personal information.
- The information we collect may be combined with information obtained from other Microsoft services and other companies.
- We use cookies and other technologies to keep track of your interactions with our sites and services to offer a personalized experience.

Your Choices
- You can stop the delivery of promotional e-mail from a Microsoft site or service by following the instructions in the e-mail you receive.
- To make proactive choices about how we communicate with you, follow the instructions listed in the Communication Preferences of the full privacy statement.
- To view and edit your personal information, go to the access section of the full privacy statement.

Uses of Information
- We use the information we collect to provide the services you request. Our services may include the display of personalized content and advertising.

- We use your information to inform you of other products or services offered by Microsoft and its affiliates, and to send you relevant survey invitations related to Microsoft services.
- We do not sell, rent, or lease our customer lists to third parties. In order to help provide our services, we occasionally provide information to other companies that work on our behalf.

Important Information

- The full Microsoft Online Privacy Statement contains links to supplementary information about specific Microsoft sites or services.
- The sign in credentials (e-mail address and password) used to sign in to most Microsoft sites and services are part of the Microsoft Passport Network.
- For more information on how to help protect your personal computer, your personal information and your family online, visit our online safety resources.

How to Contact Us

For more information about our privacy practices, go to the full Microsoft Online Privacy Statement. Or write us using our Web form.

Microsoft is a TRUSTe licensee and you may contact TRUSTe if a privacy question is not properly addressed.

Microsoft Corporation
One Microsoft Way
Redmond, WA 98052

© 2006 Microsoft Corporation. All rights reserved. Anti-Spam Policy

FULL NOTICE

Microsoft Online Privacy Statement
(last updated: January 2006)

View the privacy notice highlights
http://privacy.microsoft.com/en-us/default.aspx

TRUST-e Verified
http://www.truste.org/ivalidate.php?companyName=Microsoft%20Corporation&sealid=103&ctv_group=US

Microsoft is committed to protecting your privacy. Please read the Microsoft Online Privacy Statement below and also any supplemental information listed to the right for additional details about particular Microsoft sites and services that you may use.

This Microsoft Online Privacy Statement applies to data collected by Microsoft through the majority of its Web sites and services, as well as its offline product support services. It does not apply to those Microsoft sites, services and products that do not display or link to this statement or that have their own privacy statements.

Collection of Your Personal Information
In order to access some Microsoft services, you will be asked to sign in with an e-mail address and password, which we refer to as your credentials. In most cases, these credentials will be part of the Microsoft Passport Network, which means you can use the same credentials to sign in to many different Microsoft sites and services, as well as those of select Microsoft partners. By signing in on one Microsoft site or service, you may be automatically signed into other Microsoft sites and services. If you access our services via a mobile phone, you may also use your telephone number and a PIN as an alternative credential to your username and password. As part of creating your credentials, you may also be requested to provide questions and secret answers, which we use to help verify your identity and assist in resetting your password, as well as an alternate email address. Some services may require added security, and in these cases, you may be asked to create an additional security key. Finally, a unique ID number will be assigned to your credentials which will be used to identify your credentials and associated information.
At some Microsoft sites, we ask you to provide personal information, such as your e-mail address, name, home or work address or telephone number. We may also collect demographic information, such as your ZIP code, age, gender, preferences, interests and favorites. If you choose to make a purchase or sign up for a paid subscription service, we will ask for additional information, such as your credit card number and billing address, that is used to create a Microsoft billing account.
We may collect information about your visit, including the pages you view, the links you click and other actions taken in connection with Microsoft sites and services. We also collect certain standard information that your browser sends to every website you visit, such as your IP address, browser type and language, access times and referring Web site addresses.
When you receive newsletters or promotional e-mail from Microsoft, we may use web beacons (described below), customized links or similar technologies to determine whether the e-mail has been opened and which links you click in order to provide you more focused e-mail communications or other information.
In order to offer you a more consistent and personalized experience in your interactions with Microsoft, information collected through one Microsoft service may be combined with information obtained through other Microsoft services. We may also supplement the information we collect with information obtained from other companies. For example, we may use services from other companies that enable us to derive a general geographic area based on your IP address in order to customize certain services to your geographic area.

Use of Your Personal Information
Microsoft collects and uses your personal information to operate and improve its sites and deliver the services or carry out the transactions you have requested. These uses may include providing you with more effective customer service; making the sites or services easier to use by eliminating the need for you to repeatedly enter the same information;

performing research and analysis aimed at improving our products, services and technologies; and displaying content and advertising that are customized to your interests and preferences.

We also use your personal information to communicate with you. We may send certain mandatory service communications such as welcome letters, billing reminders, information on technical service issues, and security announcements. Some Microsoft services, such as MSN Hotmail, may send periodic member letters that are considered part of the service. We may also occasionally send you product surveys or promotional mailings to inform you of other products or services available from Microsoft and its affiliates.

Personal information collected on Microsoft sites and services may be stored and processed in the United States or any other country in which Microsoft or its affiliates, subsidiaries or agents maintain facilities, and by using a Microsoft site or service, you consent to any such transfer of information outside of your country. Microsoft abides by the safe harbor framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of data from the European Union.

Sharing of Your Personal Information

Except as described in this statement, we will not disclose your personal information outside of Microsoft and its controlled subsidiaries and affiliates without your consent. Some Microsoft sites allow you to choose to share your personal information with select Microsoft partners so that they can contact you about their products, services or offers. Other sites, such as MSN, do not share your contact information with third parties for marketing purposes, but instead may give you a choice as to whether you wish to receive communications from Microsoft on behalf of external business partners about a partner's particular offering (without transferring your personal information to the third party). See the Communication Preferences section below for more information.

Some Microsoft services may be co-branded and offered in conjunction with another company. If you register for or use such services, both Microsoft and the other company may receive information collected in conjunction with the co-branded services.

We occasionally hire other companies to provide limited services on our behalf, such as handling the processing and delivery of mailings, providing customer support, hosting websites, processing transactions, or performing statistical analysis of our services. Those companies will be permitted to obtain only the personal information they need to deliver the service. They are required to maintain the confidentiality of the information and are prohibited from using it for any other purpose.

We may access and/or disclose your personal information if we believe such action is necessary to: (a) comply with the law or legal process served on Microsoft; (b) protect and defend the rights or property of Microsoft (including the enforcement of our agreements); or (c) act in urgent circumstances to protect the personal safety of users of Microsoft services or members of the public.

Accessing Your Personal Information

You may have the ability to view or edit your personal information online. In order to help prevent your personal information from being viewed by others, you will be required to sign in with your credentials (e-mail address and password). The appropriate method(s) for accessing your personal information will depend on which sites or services you have used.

- Microsoft.com - You can access and update your profile on microsoft.com by visiting the Microsoft.com Profile Center.
- Microsoft Billing and Account Services - If you have a Microsoft Billing account, you can add to or update your information at the Microsoft Billing website by clicking on the "Personal Information" or "Billing Information" links.
- Microsoft Connect - If you are a registered user of Microsoft Connect, you can access and edit your personal information by clicking Manage Your Connect Profile at the Microsoft Connect website.
- MSN & Windows Live - If you have used MSN or Windows Live services, you can update your profile information, change your password, view the unique ID associated with your credentials, or close certain accounts by visiting MSN / Windows Live Account Services.
- MSN Public Profile - If you have created a public profile on MSN, you may also edit or delete information in your public profile by going to the MSN Member Directory.
- MSN Keyword Advertising - If you buy MSN Keyword advertising, you can review and edit your personal information at the MSN adCenter website.
- Microsoft Partner Programs - If you are registered with Microsoft Partner Programs, you can review and edit your profile by clicking Manage Your Account on the Partner Program website.
- Xbox - If you are an Xbox Live or Xbox.com user, you can access and edit your personal information on the My Xbox page on Xbox.com or on your console by selecting Privacy Settings under Edit Gamer Profile on Xbox 360, or selecting the Info Sharing option in Account Management for the Original Xbox Live dashboard.

Some Microsoft sites or services may collect personal information that is not accessible via the links above. However, in such cases, you may be able to access that information through alternative means of access described by the service. Or you can write us by using our Web form , and we will contact you within 30 days regarding your request.

Communication Preferences

You can stop the delivery of future promotional e-mail from Microsoft sites and services by following the specific instructions in the e-mail you receive.

You may also have the option of proactively making choices about the communications you receive from particular Microsoft sites or services by visiting and signing into the following pages:

- The Microsoft.com Profile Center allows you to choose whether you wish to receive marketing communications from Microsoft.com, to select whether Microsoft.com may share your contact information with selected third parties, and to subscribe or unsubscribe to newsletters about our products and services.
- The MSN & Windows Live Communications Preferences page allows you to choose whether you wish to receive marketing material from MSN or Windows Live. You may subscribe and unsubscribe to MSN Newsletters by going to the MSN Newsletters website.
- If you have an Xbox.com or Xbox Live account, you can set your contact preferences and choose whether to share your contact information with Xbox partners on

the My Xbox page on Xbox.com on your console by selecting Privacy Settings under Edit Gamer Profile on Xbox 360, or selecting the Info.

- If you are registered with Microsoft Partner Programs, you can set your contact preferences or choose to share your contact information with other Microsoft partners by clicking Manage Your Account on the Partner Program website.

These communication choices do not apply to mandatory service communications that are considered part of certain Microsoft services, which you may receive periodically unless you cancel the service.

Security of Your Personal Information

Microsoft is committed to protecting the security of your personal information. We use a variety of security technologies and procedures to help protect your personal information from unauthorized access, use, or disclosure. For example, we store the personal information you provide on computer systems with limited access, which are located in controlled facilities. When we transmit highly confidential information (such as a credit card number or password) over the Internet, we protect it through the use of encryption, such as the Secure Socket Layer (SSL) protocol.

If a password is used to help protect your accounts and personal information, it is your responsibility to keep your password confidential. Do not share this information with anyone. If you are sharing a computer with anyone you should always choose to log out before leaving a site or service to protect access to your information from subsequent users.

Collection and Use of Children's Personal Information

Many Microsoft sites and services are intended for general audiences and do not knowingly collect any personal information from children. When a Microsoft site does collect age information, and users identify themselves as under 13, the site will either block such users from providing personal information, or will seek to obtain consent from parents for the collection, use and sharing of their children's personal information. We will not knowingly ask children under the age of 13 to provide more information than is reasonably necessary to provide our services.

Please note that if you grant consent for your child to use MSN and Windows Live services, this will include such general audience communication services as MSN Groups, Messenger, and Hotmail, and your child will be able to communicate with and disclose personal information to other users of all ages. Parents can change or revoke the consent choices previously made, and review, edit or request the deletion of their children's personal information. For example, on MSN and Windows Live, parents can visit Account Services, and click on "Permission for kids." If we change this privacy statement in a way that expands the collection, use or disclosure of children's personal information to which a parent has previously consented, the parent will be notified and we will be required to obtain the parent's additional consent.

If you have an MSN Premium, MSN Plus, or MSN 9 Dial-Up account, you can choose to set up MSN Parental Controls for the other users of that account. Please read the supplemental information for MSN Premium for further information. We also offer an area that is specifically designed for children at http://kids.msn.com/ which has a special privacy statement that informs children and parents about the MSN Kids area, describes

the additional privacy protections provided in this area, and provides children with tips on how to protect themselves online.
We encourage you to talk with your children about communicating with strangers and disclosing personal information online. You and your child can visit our online safety resources for additional information about using the Internet safely.

Use of Cookies
Microsoft Web sites use "cookies" to enable you to sign in to our services and to help personalize your online experience. A cookie is a small text file that is placed on your hard disk by a Web page server. Cookies contain information that can later be read by a web server in the domain that issued the cookie to you. Cookies cannot be used to run programs or deliver viruses to your computer.
Microsoft Web sites use cookies to store your preferences and other information on your computer in order to save you time by eliminating the need to repeatedly enter the same information and to display your personalized content and appropriate advertising on your later visits to these sites.
When you sign in to a site using your credentials, the Microsoft Passport Network stores your unique ID number, and the time you signed in, in an encrypted cookie on your hard disk. This cookie allows you to move from page to page at the site without having to sign in again on each page. When you sign out, these cookies are deleted from your computer. The Passport Network also uses cookies to improve the sign in experience. For example, your e-mail address may be stored in a cookie that will remain on your computer after you sign out. This cookie allows your e-mail address to be pre-populated, so that you will only need to type your password the next time you sign in. If you are using a public computer or do not otherwise want this information to be stored, you can select the appropriate radio button on the sign-in page, and this cookie will not be used.
You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to sign in or use other interactive features of Microsoft sites and services that depend on cookies.

Use of Web Beacons
Microsoft Web pages may contain electronic images known as Web beacons - sometimes called single-pixel gifs - that may be used to assist in delivering cookies on our sites and allow us to count users who have visited those pages and to deliver co-branded services. We may include Web beacons in promotional e-mail messages or our newsletters in order to determine whether messages have been opened and acted upon.
Microsoft may also employ Web beacons from third parties in order to help us compile aggregated statistics and determine the effectiveness of our promotional campaigns. We prohibit Web beacons on our sites from being used by third parties to collect or access your personal information.
Finally, we may work with other companies that advertise on Microsoft sites to place Web beacons on their sites in order to allow us to develop statistics on how often clicking on an advertisement on a Microsoft site results in a purchase or other action on the advertiser's site.

Use of Third Party Ad Networks
The majority of the online banner advertisements you see on Microsoft Web pages are displayed by Microsoft. However, we allow other companies, called third-party ad servers or ad networks, to display advertisements on Microsoft Web pages. Some of these ad networks may place a persistent cookie on your computer in order to recognize your computer each time they send you an online advertisement. In this way, ad networks may compile information about where you, or others who are using your computer, saw their advertisements and determine which ads are clicked on. This information allows an ad network to deliver targeted advertisements that they believe will be of most interest to you. Microsoft does not have access to the cookies that may be placed by the third-party ad servers or ad networks.
Microsoft maintains relationships with a number of the third-party ad networks currently operating such as: Avenue A; BlueStreak; DoubleClick; Mediaplex; Pointroll; RealMedia; TangoZebra; and Unicast. Those ad networks that use persistent cookies may offer you a way to opt out of ad targeting. You may find more information at the Web site of either the individual ad network or the Network Advertising Initiative.

Controlling "Spam" or Unsolicited E-mail
Microsoft is concerned about controlling unsolicited commercial e-mail, or "spam." Microsoft has a strict Anti-Spam Policy prohibiting the use of a Hotmail or other MSN e-mail account to send spam. Microsoft will not sell, lease or rent its e-mail subscriber lists to third parties. While Microsoft continues to actively review and implement new technology, such as expanded filtering features, there is no currently available technology that will totally prevent the sending and receiving of unsolicited e-mail. Using tools such as the Inbox Protector and being cautious about the sharing of your e-mail address while online will help reduce the amount of unsolicited e-mail you receive.

TRUSTe Certification
Microsoft is a member of the TRUSTe Privacy Program. TRUSTe is an independent, non-profit organization whose mission is to build trust and confidence in the Internet by promoting the use of fair information practices. Because we want to demonstrate our commitment to your privacy, we have agreed to disclose our information practices and have our privacy practices reviewed for compliance by TRUSTe. The TRUSTe program covers only information that is collected through Microsoft's Web sites, and does not cover information that may be collected through software downloaded from such sites.

Enforcement of This Privacy Statement
If you have questions regarding this statement, you should first contact us by using our Web form. If you do not receive acknowledgement of your inquiry or your inquiry has not been satisfactorily addressed, you should then contact http://www.truste.org/consumers/watchdog_complaint.php. TRUSTe will serve as a liaison with Microsoft to resolve your concerns.

Changes to This Privacy Statement
We will occasionally update this privacy statement to reflect changes in our services and customer feedback. When we post changes to this Statement, we will revise the "last

updated" date at the top of this statement. If there are material changes to this statement or in how Microsoft will use your personal information, we will notify you either by prominently posting a notice of such changes prior to implementing the change or by directly sending you a notification. We encourage you to periodically review this statement to be informed of how Microsoft is protecting your information.

Contacting Us
Microsoft welcomes your comments regarding this privacy statement. If you have questions about this statement or believe that we have not adhered to it, please contact us by using our Web form.

Microsoft Corporation, One Microsoft Way, Redmond, Washington 98052 • 425-882-8080

To find the Microsoft subsidiary in your country or region, see http://www.microsoft.com/worldwide/.

© 2006 Microsoft Corporation. All rights reserved. Anti-Spam Policy

Xbox Live and Xbox.com Privacy Supplement
Note that this page is a supplement to the Microsoft Online Privacy Statement.

In order to understand the data collection and use practices relevant for a particular site or service, you should read both the Microsoft Online Privacy Statement and any applicable supplement.

Xbox Live and Xbox.com Privacy Supplement

last updated: January 2006
When you create an Xbox Live account, you will be asked to create a Gamertag. You also may be allowed to pick separate nicknames to use in-game. These Gamertags and nicknames will be shown to other players when you are signed in to Xbox Live and may be displayed with your game stats and presence status, as displayed in-game and/or on the Web. Since these names may be publicly displayed, you should not use your personal information when creating them. You may also have the opportunity to add attachments such as of photos, graphics, text, or audio to your stats information. If you do this, those attachments will be able to be viewed or heard by other users of the service.

We may collect information about your usage of Xbox Live. This information can include such activities as: times you sign-in to and sign-off from Xbox Live; games that you have played on Xbox Live; content you purchase on Xbox Live; and game score

statistics. If you use an Xbox 360 console that includes a storage device (hard drive or memory unit), and if you play offline or have never signed-in to Xbox Live, usage data will be stored on the storage device of your Xbox console and sent to Microsoft the next time you sign in to the Xbox Live service. However, in the Xbox Live Dashboard, you can delete this information from your storage device prior to connecting to Xbox Live, or block it from being displayed to other users.
When your Xbox is connected to the Internet, Microsoft is able to identify which Xbox console and which version of the Xbox Dashboard you are currently using. This information is used specifically for the purpose of alerting Xbox Live to provide you with appropriate auto-updates to the Xbox Dashboard, and to protect the security of Xbox Live.

If you are a subscriber of the Xbox Live service, your gamertag, nicknames and statistics such as high scores will be visible to other Xbox Live subscribers Through Xbox Live and on the Xbox.com Web site. Other data such as your gamer picture, motto, country, additional statistics, such as the games you play, and your online presence, may be available to other subscribers, however you can opt-out of sharing this data, or limit it to those on your Xbox Live friends list. If you use Xbox 360, your gamertag will be automatically linked with your Passport Network credentials so that when you sign into Xbox.com, Bungie.net, or other related gaming sites, your experience will be personalized and you will have access to additional features. If you use the original Xbox, you will have the opportunity to manually link your Xbox Live gamertag to your Passport Network credentials in the My Xbox section of the Web site. The linkage between your gamertag and Passport unique ID may be also shared with 3rd party game sites in order for those sites to provide you with a personalized experience when you sign in.

You can view or edit your personal information, or change your contact and data sharing preferences, at any time on the My Xbox page on Xbox.com or on your console by selecting Privacy Settings under Edit Gamer Profile on Xbox 360, or selecting the Info Sharing option in Account Management for the Original Xbox Live dashboard . You can cancel your account to Xbox Live by calling Xbox Live Customer Support at 1-800-4MY-XBOX.
Family Settings and Parental Consent.

If you use Xbox Live, you can choose to set up parental controls for the other users of that account via the Family Settings features. Children's usage information, such as games played, download history, and friends list, may be made available to the owner of the parent account associated with the child. Users of Xbox.com that are identified as children are not permitted to create an account on the Web site unless they already have an Xbox Live account.
Children under the age of 13 cannot create an Xbox Live account without parental consent. Account creation, which enables the use of Xbox Live and certain Xbox.com features, will require the owner of the associated parent account to consent to the

collection of information about the child. This will involve the collection and verification of a credit card number in order to help determine that the owner of that parent account is an adult. Under family Settings in the Xbox Live Dashboard, parents can change or revoke the consent choices previously made, and review, edit or request the deletion of their children's personal information. We will not knowingly ask children under the age of 13 to provide more information than is reasonably necessary to provide our services. If we change this privacy statement in a way that expands the collection, use or disclosure of a child's personal information for which the parent has previously consented, the parent will be notified and we will obtain the parent's additional consent prior to implementing the change with respect to that child.

© 2006 Microsoft Corporation. All rights reserved.